

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

The Hertz Corporation, *et al.*,

Debtors.

Chapter 11

Case No. 20-11218 (MFW)

(Jointly Administered)
Re: Docket No. 1140

**OBJECTION OF 814 MAIN, LTD TO DEBTORS' SEVENTH
NOTICE OF ASSUMPTION OF CERTAIN CONTRACTS AND
UNEXPIRED LEASES**

COMES NOW, 814 MAIN LTD ("Landlord"), by and through its undersigned counsel, and hereby files this objection (the "Objection") to Debtor's¹ Seventh Notice of Assumption of Certain Executory Contracts and Unexpired Leases [D.I. 2183] (the "Notice") for its Lease (as hereinafter defined).

1. *Lease.* Landlord leases property located at 22147 Katy Freeway, Katy, Texas 77493 to Debtor pursuant to that certain Lease dated October 13, 2009 by and between Landlord and Debtor, as renewed and amended.
2. *Notice.* The Notice states that the cure amount for the unpaid monetary obligations under the Lease is \$13,373.00. See Notice, Schedule 1.
3. *Objection.* Landlord objects to any assumption of the Lease until all amounts owed to Landlord under the Lease—including but not limited to \$18... in a written agreement dated May 22, 2020 and any other amounts that have accrued before or after bankruptcy

¹ The last four digits of The Hertz Corporation's tax identification number are 8568. "Debtor" refers to Hertz and all debtors in the above-captioned cases. The location of these debtors' service address is 8501 Williams Road, Estero, FL 33928. Due to the large number of debtors in these chapter 11 cases, which are jointly administered for procedural purposes, a complete list of the debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the debtors' claims and noticing agent at <https://restructuring.primeclerk.com/hertz>.

was filed, including CAM and property charges that are estimated prospectively and reconciled after year-end—are paid when due or earlier in connection with assumption of the Lease, along with adequate assurance of future performance. Landlord joins in the objections of other shopping center lessors to the Debtors' proposed relief.

4. *Attorney's Fees.* Landlord additionally asserts its right to be reimbursed as part of the cure payment for all of its actual pecuniary losses including, but not limited to, attorneys' fees and costs expended with regard to enforcing its rights under the Lease in connection with Debtor's bankruptcy proceedings, estimated to be approximately \$850.

5. *Amendments and/or Withdrawal on Compliance*

Landlord seeks to resolve its Objection without further burdening the Court. Should Debtor comply with its obligations, Landlord will promptly file a withdrawal of this Objection. Landlord reserves its rights to amend, supplement, and modify this Objection at any time and in any manner.

WHEREFORE, Landlord objects to the Notice and requests that the cure amount be adjusted to include the amounts identified above, together with attorneys' fees, and any additional amounts as they may become due.

Respectfully submitted,

/s/ Cooke Kelsey
Cooke Kelsey
Texas State Bar No. 24081467
ckelsey@parkersanchez.us
Parker & Sanchez, P.L.L.C.
700 Louisiana St., Suite 2700
Houston, TX 77002
Direct 346.299.2072
Cell 832.341.6001
Fax 713.659.7203

CERTIFICATE OF SERVICE

I, Cooke Kelsey, hereby certify that on January 28, 2021, I did cause to be served true and correct copies of the foregoing **OBJECTION OF 814 MAIN, LTD TO DEBTORS' SEVENTH NOTICE OF ASSUMPTION OF CERTAIN CONTRACTS AND UNEXPIRED LEASES** to the parties listed on the attached service listed as indicated thereon.

Respectfully submitted,

/s/ Cooke Kelsey
Cooke Kelsey
Texas State Bar No. 24081467
ckelsey@parkersanchez.us
Parker & Sanchez, P.L.L.C.
700 Louisiana St., Suite 2700
Houston, TX 77002
Direct 346.299.2072
Cell 832.341.6001
Fax 713.659.7203

SERVICE LIST

VIA ELECTRONIC MAIL

White & Case LLP
Attn: Roald Gorsich, Esq.
Attn: Fan He, Esq.
Attn: RJ Szuba, Esq.
Email: rgorsich@whitecase.com
Email: fhe@whitecase.com
Email: rj.szuba@whitecase.com
Counsel to Debtors

Latham & Watkins LLP
Attn: Suzanne Uhland, Esq.
Attn: Adam Ravin, Esq.
Email: Suzanne.Uhland@lw.com
Adam.Ravin@lw.com
Counsel to Barclays Bank PLC

Arnold & Porter
Attn: Brian Lohan, Esq.
Attn: Mike Messersmith, Esq.
Email: Brian.Lohan@arnoldporter.com
Micahel.messersmith@arnoldporter.com
Counsel to Ad Hoc First Lien Group

Akin Gump Strauss Hauer & Feld LLP
Attn: Arik Pries, Esq.
Attn: Kevin Zuzolo, Esq.
Email: apreis@akingump.com
Email: kzuzolo@akingump.com
Counsel to the Ad Hoc Second Lien Group

Kramer Levin Naftalis & Frankel LLP
Attn: Amy Caton, Esq.
Attn: Alice J. Byowitz, Esq.
Email: acaton@kramerlevin.com
Email: abyowitz@kramerlevin.com
Counsel to the Official Committee of Unsecured Creditors

Willkie Farr & Gallagher LLP
Email: rstrickland@willkie.com
Email: dforman@willkie.com
Counsel to Ad Hoc Noteholder Group
Office of the United States Trustee
District of Delaware
Attn: Linda Richenderfer, Esq.
Email: linda.richenderfer@usdoj.gov
United States Trustee